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Clark & Elbing LLP

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Date: March 8, 2006

To: Examiner David A. Montanari
U.S. Patent and Trademark Office
Group Art Unit 1632

Facsimile No.: 571-273-8300

From: James D. DeCamp
Reg. No. 43,580

Re: U.S. Patent Application Serial No. 10/009,436
NON-HUMAN TRANSGENIC ANIMALS DEFICIENT IN GAS6
FUNCTION AND THEIR USE
Peter CARMELIET et al.
Filed: February 19, 2003
Attorney Docket No.: 50304/116001
Customer No. 21559

Pages: 33, including cover page.

Message: The following papers are enclosed:

Transmittal of Revocation and New Power of Attorney – 1 page

Revocation and New Power of Attorney and accompanying
documents – 31 pages

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ATTORNEY DOCKET NO. 50304/116001

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I hereby certify under 37 C.F.R. § 1.8(a) that this correspondence is being transmitted by facsimile to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date indicated above.	
<u>Christine E. Fort</u>	<u>Christine E Fort</u>
Printed name of person transmitting facsimile	Signature of person transmitting facsimile

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

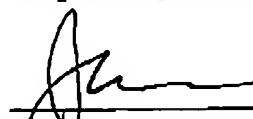
Applicant: Peter CARMELIET et al. Art Unit: 1632
Serial No.: 10/009,436 Examiner: David A. Montanari
Filed: February 19, 2003 Customer No.: 21559
Title: NON-HUMAN TRANSGENIC ANIMALS DEFICIENT IN GAS6
FUNCTION AND THEIR USE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TRANSMITTAL OF REVOCATION AND NEW POWER OF ATTORNEY

Applicants attach a Revocation and New Power of Attorney. If there are any charges or any credits, please apply them to Deposit Account No. 03-2095.

Respectfully submitted,

Date: 8 March 2006
James D. DeCamp
Reg. No. 43,580

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Peter CARMELIET et al. Art Unit: 1632
Serial No.: 10/009,436 Examiner: David A. Montanari
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FUNCTION AND THEIR USE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 C.F.R. § 3.73(b), D. Collen Research Foundation vzw, a Belgian corporation, certifies that it is the assignee of 100% of the right, title, and interest in the patent application identified above by virtue of:

A chain of title from the inventors of the application to the current assignee as shown below. Copies of the assignments or other documents in the chain of title are enclosed.

1. From P. Carmeliet, B. Dahlbäck, C. Aparico, P. Garcia de Frutos, and D. Collen to Flanders Interuniversity Institute for Biotechnology, with offices in Zwijnaarde, at the Rijvisschestraat 120, B-9052 Belgium, on behalf of its Center for Transgene Technology and Gene Therapy at KU Leuven, Belgium.

2. From Flanders Interuniversity Institute for Biotechnology to D. Collen Research Foundation vzw, a company organized and existing under the laws of Belgium, as recorded in the Patent and Trademark Office at Reel 012877, Frame 0715 on May 8, 2002.

The undersigned has reviewed all the documents in the chain of title of the application and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints the attorneys and/or agents of Clark & Elbing LLP, associated with customer number 21559, with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.


All correspondence regarding the application should be sent to the address associated with customer number 21559.

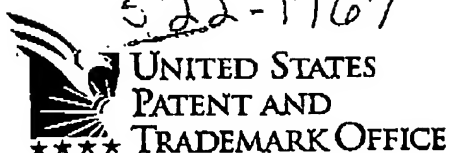
All telephone calls regarding the application should be directed to
James D. DeCamp, Ph.D.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: 10/26/06


Dr. Désiré Collen
Director
D. Collen/Research Foundation vzw



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JULY 12, 2002

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NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/08/2002

REEL/FRAME: 012877/0715
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

FLANDERS INTERUNIVERSITY INSTITUTE DOC DATE: 04/09/2002
FOR BIOTECHNOLOGY

ASSIGNEE:

D. COLLEN RESEARCH FOUNDATION VZW
ONDERWIJS EN NAVORSING CAMPUS
GASTHUISBERG K.U. LEUVEN,
HERESTRSST
49, B-3000 LEUVEN, BELGIUMSERIAL NUMBER: 10009436
PATENT NUMBER:FILING DATE:
ISSUE DATE:SAUNDRA BALLENGER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

PATENT APPLICATION ASSIGNMENT

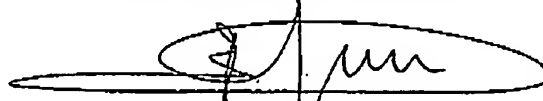
WHEREAS, Flanders Interuniversity Institute for Biotechnology, a company organized and existing under the laws of Belgium, having its registered office at Rijvisschestraat 120, B-9052 Belgium (hereinafter referred to as Assignor) is the owner of record of U.S. Patent Application No. 10/009,436, filed December 6, 2001;

WHEREAS, D. Collen Research Foundation vzw, a company organized and existing under the laws of Belgium, having its registered office at Onderwijs en Navorsing Campus, Gasthuisberg K.U. Leuven, Herestraat 49, B-3000 Leuven Belgium (hereinafter referred to as Assignee), is desirous of acquiring all of Assignor's rights in and to said application and any patent issuing therefrom;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, its successors and assigns, Assignor's right, title, and interest in and to the aforementioned application,

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed and by its duly authorized representative, on the 9th day of April, 2002.

Flanders Interuniversity Institute for Biotechnology



By Rudy Dekeyser

Rudy Dekeyser
Vice General Director
Technology Transfer Manager

Dulz

1

DC730 (00.04.20)

AGREEMENT

This agreement concerning research and development activities and licences to intellectual property rights relating to transgenic mice deficient in Gas6 function and their use, enters into effect as of June 1, 2000.

Between: Bjorn Dahlback M.D., Ph.D., Professor of Blood Coagulation Research, University of Lund, Department of Clinical Chemistry, Wallenberg laboratory, University Hospital, Malmo, S-20502 Malmo, Sweden, and Pablo Garcia de Frutos, Ph.D. and Cristina Aparicio, Ph.D., European Molecular Biology Laboratory, Via Ramarini 32, I-00016 Monterotondo (Roma), Italy (hereinafter collectively referred to as the "Lund Group")

and Flanders Interuniversity Institute for Biotechnology, with offices in Zwijnaarde, at the Rijvisschestraat 120, B-9052 Belgium, on behalf of its Center for Transgene Technology and Gene Therapy at KU Leuven, Belgium (Dr. P. Carmeliet, Adjunct Director and Dr. D. Collen, Director) (hereinafter referred to as "VIB/CTG"),

Parties within this agreement.

WHEREAS: the Lund Group and VIB/CTG (hereinafter referred to as "Parties") scientifically collaborated on the creation and characterisation of mice deficient in growth arrest-specific gene 6 (hereinafter referred to as "Gas6") function;

WHEREAS: Parties have filed a provisional patent application EP 99201859.8 entitled "Non-human transgenic animals deficient in Gas6 function and their use", on June 10, 1999, and Parties wish to file the definitive patent application which is enclosed as Attachment I before June 9, 2000.

WHEREAS: Parties wish to share potential return from the valorisation of this patent application and all derivatives thereof, but do not wish to include future possible inventions related to Gas6 into the present agreement, unless they are directly related to the issue of the patent.

NOW, THEREFORE, in consideration of the premises and the mutual obligations hereinafter set forth, the Parties hereto agree as follows:

Article 1: Inventors, Assignee and distribution of revenue

- 1.1. Parties agree that the patent application to be submitted will name as inventors P. Carmeliet, B. Dahlbäck, C. Aparicio, P. Garcia de Frutos and D. Collen (referred to hereinafter as "Inventors").
- 1.2. Parties agree that VIB/CTG shall own the aforementioned patent application and any and all foreign patents and patent applications corresponding thereto, including any divisions, continuations, and continuations-in-part based thereon, any patents which may issue therefrom and any reissues, reexaminations and extensions thereof (hereinafter referred to as "the Patent").
- 1.3. VIB/CTG shall handle the filing, prosecution and maintenance of the Patent and shall bear all costs in connection to these activities. In the event VIB/CTG decides

not to pursue the filing, prosecution or maintenance of the Patent it shall offer to the Inventors to do such on their own name and expenses. In that case, VIB/CTG shall fully cooperate in assigning the respective patent(application)s to the Inventors.

- 1.4. Parties shall fully cooperate in filing, prosecuting and maintaining the Patent and will make available any relevant information, appropriate inventors, note books, etc to the holder of the Patent.
- 2.1. VIB/CTG shall solely manage the commercialisation of the Patent and shall lead the negotiations for all licenses to the Patent. VIB/CTG shall promptly inform the Lund Group of any progress in the commercialisation of the Patent.
- 2.2. Revenues derived from the licensing, sale or commercialisation of the Patent shall be equally shared amongst the two Parties (the Lund Group and VIB/CTG), after first having deducted the direct costs of VIB/CTG in connection to the filing, prosecution and maintenance of the Patent. The further disbursement within each of the Parties is their respective responsibility.

Article 2: Limitation of assignment and freedom to use

- 2.1. Parties agree that the assignment of the present proprietary work is explicitly limited to the patent application and derivatives thereof, excluding any future possible inventions. Each Party shall be free to conduct research relating to Gas6 and to agree upon and to benefit from external financial support.
- 2.2. Each Party has a semi-exclusive royalty free license to use the Gas6 deficient mice for its own research and development.

- 2.3. Parties agree that they will only make these mice available for commercial purposes to third parties via a licence to the Patent, to be concluded via VIB/CTG.

Article 3: Miscellaneous

Parties shall use reasonable efforts to solve any dispute that may arise in connection to this Agreement by mutual agreement. If Parties cannot come to any solution, all disputes, controversies and issues arising under the terms of this Agreement, or relating to the application or interpretation of any of the terms hereof, shall be submitted to arbitration by the Belgian Arbitration Association in Brussels (i.e. CEPANI) in accordance with the rules of Arbitration Association then in effect. The decision on such arbitration shall be final and binding on all Parties.

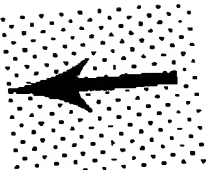
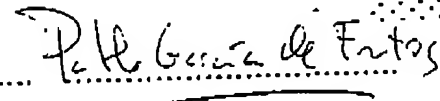
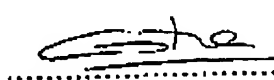
AS WITNESS the Parties have caused this Agreement to be duly signed by their undersigned authorised representatives.

The Lund Group

Dr. B. Dahlbäck
Professor of Blood Coagulation
Research

Dr. C. Aparicio

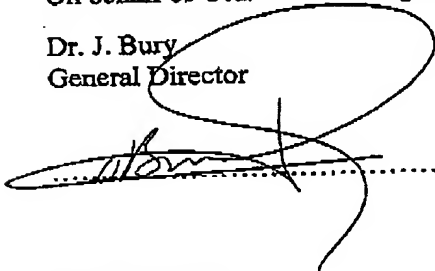
Dr. P. Garcia de Frutos



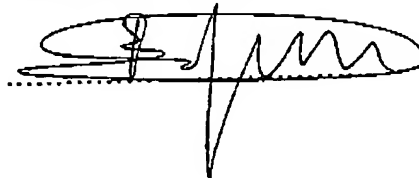
Flanders Interuniversity Institute for Biotechnology (VIB)

On behalf of Center for Transgene Technology and Gene Therapy (CTG)

Dr. J. Bury
General Director



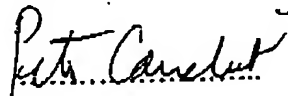
Dr. R. Dekeyser
Vice general Director



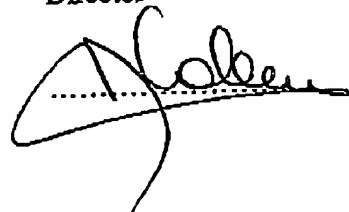
For approval:

Center for Transgene Technology and Gene Therapy CTG

Dr. P. Carmeliet
Adjunct Director



Dr. D. Collen
Director



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